

EXHIBIT 1

COUNTERPOINT STRATEGIES



July 23, 2014

Michael J. Bowe
Kasowitz, Benson, Torres & Friedman LLP
1633 Broadway
New York, NY 10019
MBowe@kasowitz.com

Dear Mike,

This Agreement is between CounterPoint Strategies, Ltd. (CPS), and Kasowitz and, when signed by both parties, shall constitute the Agreement in its entirety.

A. Scope of Services:

CounterPoint Strategies, Ltd. ("CPS") is retained to provide Kasowitz with media accountability initiatives as well as other strategic consulting services. Services will be provided on an hourly basis and will be at the direction of Kasowitz.

B. Fees for Services:

Time charges:

The charges for services provided by CPS are based on hourly rates of the various members of the professional team assigned to your account. Current fees for our staff are included as an exhibit to this document. (See Exhibit A attached hereto.) CPS shall invoice Kasowitz for services on a monthly basis and Kasowitz agrees to make payment of such invoices upon receipt.

Expenses Related to Services:

Kasowitz understands that the public relations projects will entail, in addition to the fees provided for CPS services, out-of-pocket expenses. Wherever possible Kasowitz will contract directly with the outside vendors for such support related to Kasowitz projects, and Kasowitz will pay them directly. In all other cases, Kasowitz agrees to make prompt payment to CPS upon receipt of CPS invoices for other direct costs (ODCs), including goods and services purchased on behalf of Kasowitz. CPS will include with its invoices an

1010 Wisconsin Avenue, N.W., Suite 650
Washington, DC 20007
202-730-0800

416 West 13th Street, Suite 303
New York, NY 10014
212-359-0050



administrative fee of 17.65 percent on all ODCs billed directly to CPS for work performed on behalf of Kasowitz.

C. Confidentiality:

CPS agrees to keep confidential all information, which Kasowitz specifies in writing as constituting "Confidential Information." Upon termination of the Agreement and full payment to CPS, we agree to return to Kasowitz all documents so identified upon notification by Kasowitz of Kasowitz's desire to have them returned. CPS agrees that it will hold in confidence the content of this Agreement and any information whatsoever concerning the activities or business of Kasowitz provided pursuant to this Agreement, unless such disclosure is (a) mutually agreed upon in writing; (b) reasonably required in connection with the fulfillment of the disclosing party's obligations hereunder, and provided that any such disclosure is made only to the minimum extent necessary to carry out such obligations; (c) of information which had generally become known to the public other than through the disclosure thereof by the disclosing party; (d) of information that is or hereafter becomes known by the disclosing party on a non-confidential basis from a source which is not legally prohibited from disclosing it; (e) to attorneys, accountants or other professional advisors of the disclosing party under confidentiality agreements substantially identical to this one; or (f) pursuant to compulsory legal processes including subpoena.

D. Mutual Indemnification:

CPS agrees that it will indemnify and hold Kasowitz, its officers, employees, affiliates and respective representatives, agents and members harmless against and from any and all claims, demands, judgments, liability, executions, actions and causes of action, which arise out of the negligence or willful misconduct of CPS, or any violation by CPS and/or its representatives, of any local, state, or federal law, rule or regulation applicable to the performance of their obligations under this Agreement. Indemnification under this provision shall survive termination of this Agreement.

Kasowitz agrees that it will indemnify and hold CPS, its officers, employees, affiliates and respective representatives, agents and members harmless against and from any and all claims, demands, judgments, liability, executions, actions and causes of action, which arise out of the negligence or willful misconduct of Kasowitz, any breach of this Agreement, or any violation by Kasowitz and/or its representatives, of any local, state, or federal law, rule or regulation applicable to the performance of their obligations under this Agreement. Kasowitz shall assume no liability for any damages that may result from CPS's (and its representatives') negligence in the performance of their obligations hereunder.

E. Choice of Law/Venue:

This Agreement shall be governed and construed in accordance with the laws of the State of New York. Both parties agree to submit to the exclusive jurisdiction of the courts of

COUNTERPOINT STRATEGIES



the District of Columbia to litigate any matters relative to this Agreement. In addition, the parties may agree in writing to non-binding mediation or binding arbitration to resolve any disputes.

Notices: Any notice given by either party shall be sent to the following address:

CounterPoint Strategies, Ltd.:
James A. McCarthy, President & CEO
416 West 13th Street, Suite 303
New York, NY 10014

Kasowitz, Benson, Torres & Friedman LLP:
Michael J. Bowe
1633 Broadway
New York, NY 10019

Please indicate Kasowitz's agreement with all of the above by executing and returning this letter to the undersigned.

By: _____
James A. McCarthy
President & CEO

ACCEPTED AND AGREED TO THIS
29th DAY OF APRIL 2016

By: _____
Michael J. Bowe
Authorized Signatory

ACCEPTED AND AGREED TO THIS
30 DAY OF April 2016

COUNTERPOINT STRATEGIES

*Exhibit A*

Billing Rates

<i>Position</i>	<i>Rates</i>
Senior Counsel (Chairman, CEO, President)	\$500
Executive Vice President/Managing Director	\$450
Senior Vice President	\$400
Vice President	\$350
Associate Vice President/Director	\$300
Senior Account Executive	\$250
Account Executive	\$200
Assistant Account Executive	\$150
Researcher	\$100
Account Coordinator/Media Monitoring	\$75
Administrative Support	\$50